| (This is NOT an Order)          |                   |                 |  |         | is not a small dusiness set-aside       |         |                    |                 |            | 1 age      | 1 01 15        |
|---------------------------------|-------------------|-----------------|--|---------|---|---------|--------------------|-----------------|------------|------------|----------------|
| 1. Request No.                  |                   | te Issued       | 3. Requisition/Purchas                               | se Req  | uest No.                                | 4. (    | Cert For Nat D     | ef. Under BDS   | SA N       | Ratin      | g              |
| DAAE07-03-Q-S01                 | 9 20              | 02NOV01         | See Sc   |         |   | F       | Reg. 2 and/or D    | MS Reg. 1       |            |            | DOA4           |
| 5A. Issued By                   |                   |                 | W56HZV   |         |   |         | 6. Deliver by      |                 |            |            |                |
| TACOM<br>AMSTA-LC-CHAC          |                   |                 | WJUHZV   |         |   |         |                    | See Se          | chedule    |            |                |
| WARREN, MICHIGAI                | N 48397-5000      |                 |  |         |   |         | 7. Delivery        |                 |            |            |                |
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|                                 |                   |                 |  |         |   |         | X FOB Destination  | n               | Цυ         | ther       |                |
| 5B. For Information             | Call: (Name ar    | nd telephone    | no.) (No collect calls)                              |         |   |         | 20000000           | , <b></b>       |            |            |                |
| BOB HUMANN                      | •                 | 86)574-644<br>- | 0  |         |   |         |                    |                 |            |            |                |
| 8. To: Name and Ad              |                   |                 |  |         |   |         | 0 Doctination      | n (Consignee a  | nd odd     | noce in    | aludina        |
| o. 10. Name and Ad              | iui ess, inciuumg | g Zip Code      |  |         |   |         | Zip Code)          | ii (Consignee a | inu auu    | 1 055, 111 | cluding        |
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|                                 |                   |                 |  |         |   |         |                    | See So          | hedule     |            |                |
|                                 |                   |                 |  |         |   |         |                    |                 |            |            |                |
|                                 |                   |                 |  |         |   |         |                    |                 |            |            |                |
| 10. Please Furnish              | Quotations to     | IMPORTA         | NT: This is a request fo                             | or info | ormation, and quot                      | tatio   | <br>ns furnished a | re not offers   | If you s   | are iins   | able to quote. |
| the Issuing Office in           |                   |                 | cate on this form and re                             |         |   |         |                    |                 |            |            |                |
| or Before Close of B            | Business          |                 | osts incurred in the pre                             |         |   |         |                    |                 |            |            |                |
| ( <b>Date</b> ) 2002NO          | V22               |                 | re of domestic origin unl<br>uest for Quotation must |         |   |         | oter. Any inte     | rpretations ai  | id/or ce   | rtificat   | ions attached  |
|                                 |                   |                 |  |         |   |         | •                  |                 |            |            |                |
|                                 |                   |                 | 1. Schedule (Include app                             | plicabl |   | nd Io   |                    | ** ** **        |            | 1          |                |
| Item Number<br>(a)              |                   |                 | s/Services<br>(b)                                    |         | Quantity<br>(c)                         |         |                    | Unit Pr<br>(e)  | Unit Price |            | Amount<br>(f)  |
| (a)                             |                   |                 | (0)  |         | (c)                                     |         | ( <b>u</b> )       | (c)             |            |            | (1)            |
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|                                 |                   | (See Se         | chedule)   |         |   |         |                    |                 |            |            |                |
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| 12. Discount For Pr             | omnt Poymont      |                 | a. 10 Calendar Days                                  |         | b. 20 Calendar Da                       | WC.     | e 30 Cale          | endar Days      | d          | Colon      | ndar Davs      |
| 12. Discount For Tr             | ompt i ayment     |                 | a. 10 Calcillar Days                                 |         | o. 20 Calendar Da                       | ys<br>% | c. 30 Care         | muai Days<br>%  | Nun        |            | Percentage     |
|                                 |                   |                 |  |         |   |         |                    |                 |            |            |                |
| NOTE: Additional                | •                 | _               |  |         | hed.<br>Signature of Person             |         | 41                 |                 | 15 D-4     | f O-       | 4-4:           |
| 13. Name and Addre<br>Zip Code) | ess of Quoter (S  | treet, City, C  | Jounty, State and                                    |         | Signature of Persoi<br>Quotation        | n Au    | tnorizea to Sig    | n               | 15. Dat    | e or Qi    | uotation       |
| zap coue,                       |                   |                 |  |         | Quomnon.                                |         |                    |                 |            |            |                |
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|                                 |                   |                 |  |         |   |         | 16. S              | ioner           |            |            |                |
|                                 |                   |                 |  | a. N    | ame (Type or Prin                       | t)      | 10. 3              | .5.11.1         |            | b. Tele    | phone          |
|                                 |                   |                 |  |         | · • • • • • • • • • • • • • • • • • • • | _       |                    |                 | Area C     |            |                |
|                                 |                   |                 |  | c. T    | itle (Type or Print)                    | )       |                    |                 | Numbe      | r          |                |
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### Name of Offeror or Contractor:

| SUPPLEMENTAL |  |
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1

| Regulatory Cite        | Title                               | Date     |
|------------------------|-------------------------------------|----------|
| 52.204-4016<br>(TACOM) | TACOM-WARREN ELECTRONIC CONTRACTING | MAR/2001 |

- (a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<a href="http://contracting.tacom.army.mil/opportunity.htm">http://contracting.tacom.army.mil/opportunity.htm</a>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <a href="http://contracting.tacom.army.mil/userguide.htm">http://contracting.tacom.army.mil/ebidnotice.htm</a> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.
- (b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.
- (c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.
- (d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards.
- (e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: <a href="mailto:acqcenweb@tacom.army.mil">acqcenweb@tacom.army.mil</a>
- (f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <a href="http://www.ecrc.ctc.com">http://www.ecrc.ctc.com</a>

[End of Clause]

2 52.215-4854 PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS JUL/2002 (TACOM) SOLICITATION/REQUEST

TACOM WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS')" FOR MORE SPECIFIC INFORMATION.

[End of Clause]

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| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
|         | SUPPLIES OR SERVICES AND PRICES/COSTS   |          |      |            |        |
| 0001    | Supplies or Services and Prices/Costs   |          |      |            |        |
| 0001AA  | PRODUCTION QUANTITY   | 315      | EA   | \$         | \$     |
|         | NSN: 2510-01-501-0279 NOUN: REPAIR KIT,FRAME FSCM: 34623 PART NR: RCSK19534 SECURITY CLASS: Unclassified PRON: EH284911EH PRON AMD: 02 AMS CD: 070011  Description/Specs./Work Statement PROCUREMENT DOCUMENTATION TITLE: TDP  Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: AK 15010279 UNIT PACK: KT INTERMEDIATE PACK: EA LEVEL PRESERVATION: Military LEVEL PACKING: B ALL EXTERIOR PACKS AND CONTAINERS SHALL BE LEGIBLY AND DURABLY MARKED IN ACCORDANCE WITH MIL-STD-129, AND BAR CODE MARKINGS SHALL BE APPLIED IN ACCORDANCE |          |      |            |        |
|         | WITH MIL-STD-129.  (End of narrative D001)  Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin   |          |      |            |        |
|         | Deliveries or Performance           DOC         SUPPL           REL CD         MILSTRIP         ADDR         SIG CD         MARK FOR         TP CD           001         W56HZV22682394         W25GlU         J         2           DEL REL CD         QUANTITY         DAYS AFTER AWARD           001         188         0060  |          |      |            |        |
|         | FOB POINT: Destination  SHIP TO: FREIGHT ADDRESS (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001   |          |      |            |        |
|         | DOC         SUPPL           REL CD         MILSTRIP         ADDR         SIG CD         MARK FOR         TP CD           002         W56HZV22682395         W62G2T         J         2           DEL REL CD         QUANTITY         DAYS AFTER AWARD           001         63         0060   |          |      |            |        |
|         | FOB POINT: Destination  |          |      |            |        |
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|         | or or Contractor:                          |          |      |            |        |
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| ITEM NO | SUPPLIES/SERVICES                          | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
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|         | SHIP TO: FREIGHT ADDRESS                   |          |      |            |        |
|         | (W62G2T) XU DEF DIST DEPOT SAN JOAQUIN     |          |      |            |        |
|         | 25600 S CHRISMAN ROAD                      |          |      |            |        |
|         | REC WHSE 10 PH 209 839 4307                |          |      |            |        |
|         | TRACY CA 95376-5000                        |          |      |            |        |
|         |  |          |      |            |        |
|         | DOC SUPPL                                  |          |      |            |        |
|         | REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD |          |      |            |        |
|         | 003 W56HZV22682396 W45G19 J 2              |          |      |            |        |
|         | DEL REL CD QUANTITY DAYS AFTER AWARD       |          |      |            |        |
|         | 001 64 0060                                |          |      |            |        |
|         |  |          |      |            |        |
|         | FOB POINT: Destination                     |          |      |            |        |
|         | SHIP TO: FREIGHT ADDRESS                   |          |      |            |        |
|         | (W45G19) SR W390 RED RIVER MUNITIONS CTR   |          |      |            |        |
|         | HIGHWAY 82 WEST CL V                       |          |      |            |        |
|         | GATE 44 BLDG 184                           |          |      |            |        |
|         | TEXARKANA TX 75507-5000                    |          |      |            |        |
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| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0002    | Supplies or Services and Prices/Costs  |          |      |            |        |
| 0002AA  | OPTION QUANTITIES  | 315      | EA   | \$         | \$     |
|         | NOUN: REPAIR KIT, FRAME  FSCM: 34623  PART NR: RCSK19534  SECURITY CLASS: Unclassified  OPTION QUANTITY, PURSUANT TO SECTION H OR I CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY  SEPARATELY PRICED LINE ITEM  The quantity stated for the option CLIN DOES  NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.  The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the |          |      |            |        |
|         | government, at the basic contract unit price, and the offer will be evaluated for award accordingly.   |          |      |            |        |
|         | (End of narrative B001)  |          |      |            |        |
|         | Description/Specs./Work Statement PROCUREMENT DOCUMENTATION TITLE: TDP   |          |      |            |        |
|         | Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS:  AK 15010279  LEVEL PRESERVATION: Military  LEVEL PACKING: B  ALL EXTERIOR PACKS AND CONTAINERS SHALL BE LEGIBLY  AND DURABLY MARKED IN ACCORDANCE WITH MIL-STD-129,  AND BAR CODE MARKINGS SHALL BE APPLIED IN ACCORDANCE  WITH MIL-STD-129.  |          |      |            |        |
|         | (End of narrative D001)  |          |      |            |        |
|         | Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin  |          |      |            |        |
|         | Deliveries or Performance  DOC SUPPL  REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD  001  DEL REL CD QUANTITY DEL DATE  001 315 UNDEFINITIZED   |          |      |            |        |
|         | FOB POINT: Destination   |          |      |            |        |

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| TEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|--------|--|----------|------|------------|--------|
|        | SHIP TO: PARCEL POST ADDRESS  (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE  (SHIP-TO) WILL BE FURNISHED PRIOR  TO THE SCHEDULED DELIVERY DATE FOR  ITEMS REQUIRED UNDER THIS  REQUISITION. |          |      |            |        |
|        |  |          |      |            |        |
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# CONTINUATION SHEET Reference No. of Document Being Continued

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Name of Offeror or Contractor:

| TRACT CL | AUSES        |   |          |
|----------|--------------|---|----------|
| 3        | 52.211-5     | MATERIAL REQUIREMENTS   | AUG/2000 |
| 4        | 52.222-19    | CHILD LABORCOOPERATION WITH AUTHORITIES AND REMEDIES                                | FEB/2002 |
| 5        | 52.222-21    | PROHIBITION OF SEGREGATED FACILITIES  | FEB/1999 |
| 6        | 52.225-13    | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES   | JUL/2000 |
| 7        | 52.232-33    | PAYMENT BY ELECTRONIC FUNDS TRANSFERCENTRAL CONTRACTOR REGISTRATION                 | MAY/1999 |
| 8        | 52.246-2     | INSPECTION OF SUPPLIESFIXED PRICE   | AUG/1996 |
| 9        | 252.211-7005 | SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS                  | OCT/2001 |
| 10       | 252.225-7016 | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Alternate I dated Dec 2000) | DEC/2000 |
| 11       | 52.219-1     | SMALL BUSINESS PROGRAM REPRESENTATIONSALTERNATE I dated APR 2002)                   | APR/2002 |
| 0b060402 | 0202020204   |   |          |
| (a)      |              |   |          |

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 336399.
- (2) The small business size standard is 500.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
  - (b) Representations.
    - (1) The offeror represents as part of its offer that it  $[\phantom{x}]$  is,  $[\phantom{x}]$  is not, a small business concern.
- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [ ] is, [ ]is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not, a woman-owned small business concern.
- (4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offferor represents as part of its offer that it [ ] is, [ ] is not, a veteran-owned small business concern.
- (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not, a service-disabled veteran-owned small business concern.
- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that -
- (i) It [ ] is, [ ] is not, a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It [ ] is, [ ] is not, a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture]: \_\_\_\_\_\_

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

|     | (7)        | [Complete    | if offe  | eror re | epresented | itself | as | disadvantaged | in | paragraph | (b)(2) | of | this | provision.] | The | offeror | shall | check |
|-----|------------|--------------|----------|---------|------------|--------|----|---------------|----|-----------|--------|----|------|-------------|-----|---------|-------|-------|
| the | category : | in which it: | s owners | ship fa | alls:      |        |    |               |    |           |        |    |      |             |     |         |       |       |

| [ | ] | Black American.   |
|---|---|---|
| [ | ] | Hispanic American.  |
| [ | ] | Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).                             |
| [ | ] | Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore,    |
|   |   | Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust |

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# Name of Offeror or Contractor:

Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

- [ ] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- [ ] Individual/concern, other than one of the preceding.
- (c) Definitions. As used in this provision --

"Service-disabled veteran-owned small business concern"-

- (1) Means a small business concern-
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
  - (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
  - (2) Whose management and daily business operations are controlled by one or more women.
  - (d) Notice.
- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

[End of Provision]

12 52.204-4006 INCORPORATION OF TACOM MASTER SOLICITATION FOR SIMPLIFIED MAY/2000 (TACOM) ACQUISITIONS AND DESIGNATION OF F.O.B. POINT

(a) This Request for Quotation (RFQ) or Purchase Order (PO) incorporates by reference TACOM-Warren's Master Solicitation for Simplified Acquisitions with the same force and effect as though the clauses and provisions it contains were physically incorporated into this document. The version in effect at time of award is the version that applies to your purchase order.

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### Name of Offeror or Contractor:

- (b) The TACOM-Warren Master Solicitation for Simplified Acquisitions is available on our Electronic Contracting web page, which you can reach using the following URL address: http://contracting.tacom.army.mil/opportunity.htm
- (c) The clauses and provisions in Section I of the Master Solicitation apply to all TACOM-Warren RFQs and Purchase Orders that contain this clause. The clauses contained in Section II of the Master Solicitation applies in addition to those in Section I when the RFQ or PO specifies F.O.B. Origin.
  - (d) We hereby specify that the required F.O.B. point for this acquisition is destination.
- (e) We will keep the Master Solicitation identified in this clause available on our Electronic Contracting web page during the entire period of performance of the purchase order. If the current Master Solicitation later is revised to incorporate a change in any of the clauses, the version specified in this clause will be retained, intact, in an archive area on our web page for continued reference and use.

[End of Clause]

- 13 52.217-4001 SEPARATELY PRICED OPTION FOR INCREASED QUANTITY APR/1997 (TACOM)
- (a) The Government hereby reserves the right to increase the quantity of the contract item up to an additional quantity of 315 units. The unit price for such option quantity shall be as set forth in CLIN 0002AA. This option may be exercised by the Government at any time, but in any event not later than 180 days after award. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the above-stated time for exercise of the option.
- (b) Delivery of the items added by the exercise of this option shall continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties hereto otherwise agree.
- (c) Additionally, prior to the expiration of the original option period identified in paragraph (a) above, the Government may seek a bilateral extension of the option period for an additional period not to exceed 90 days from the expiration date of the original option period.

[End of Clause]

- 14 52.242-4022 DELIVERY SCHEDULE MAY/2000 (TACOM)
- (a) The following delivery schedule applies to this procurement:
- (1) See the Government's proposed schedule in Section B. Start deliveries 60 days after the date of award, or, (not applicabe) days after award if First Article Test is waived. Continue delivering every thirty (30) days, if necessary, until all items are delivered.
  - (2) You can accelerate delivery: at no cost to the Government.
  - (3) Delivery is defined as follows:
- (i) FOB Origin Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual order.
- (ii) FOB Destination Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual order. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the order, to ensure that the item reaches its destination by the time reflected in the order.
  - (b) CONTRACTOR'S PROPOSED SCHEDULE:
- (1) I WILL START DELIVERIES \_\_\_\_ DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, \_\_\_\_ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED.
- (2) I WILL DELIVER A QUANTITY OF \_\_\_\_\_ UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF \_\_\_\_\_ UNITS EVERY 30 DAYS.

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# Name of Offeror or Contractor:

SHIPMENT.

[End of Clause]

15 52.204-3 TAXPAYER IDENTIFICATION OCT/1998

- (a) Definitions.
- (1) "Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.
- (2) "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.
- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
  - (d) Taxpayer Identification Number (TIN).
    - \* TIN:\_\_\_\_\_.
    - \* TIN has been applied for.
    - \* TIN is not required because:
- \* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
  - \* Offeror is an agency or instrumentality of a foreign government;
  - $\star$  Offeror is an agency or instrumentality of a Federal Government;
  - \* Other. State basis.\_\_\_\_\_
  - (e) Type of organization.
    - \* Sole proprietorship;
    - \* Partnership;
    - \* Corporate entity (not tax-exempt):
    - \* Corporate entity (tax-exempt):
    - \* Government entity (Federal, State, or local);
    - \* Foreign government;
    - \* International organization per 26 CFR 1.6049-4;
    - \* Other \_\_\_\_\_.
  - (f) Common Parent.
    - \* Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

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| Name of Offeror or Contractor: |  |
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| * Name                           | e and TIN of cor          | mmon parent:                   |   |  |                        |  |
|----------------------------------|---------------------------|--------------------------------|---|--|------------------------|--|
| Name                             | e                         |                                |   |  |                        |  |
| TIN                              |                           |                                |   |  |                        |  |
|                                  |                           |                                |   |  |                        |  |
|                                  |                           |                                | [ End   | d of Provision]                                      |                        |  |
| 16                               | 52.207-4                  | ECONOMIC P                     | PURCHASE QUANTITY                                     | SUPPLIES   |                        | AUG/1987   |
|                                  |                           |                                |   | r the quantity(ies) of s<br>geous to the Government. |                        | proposals, or quotations are   |
|                                  |                           |                                |   |  |                        |  |
| economic purchaseconomic purchas | se quantity. In           | f different q<br>that quantity | quantities are reco                                   | ommended, a total and a<br>ficant price break occur  | unit price must be quo | s invited to recommend an<br>ted for applicable items. An<br>ficant price breaks at        |
|                                  |                           |                                | OFFERO  | R RECOMMENDATION                                     |                        |  |
|                                  | <u>ITEM</u>               |                                | <u>QUANTITY</u>                                       | PRICE<br><u>QUOTATION</u>                            | TOTAL                  |  |
|                                  |                           |                                |   |  |                        | _  |
|                                  |                           |                                |   |  |                        | _  |
| assist the Governmend or cancel  | rnment in develo          | oping a data<br>on and resoli  | base for future accit with respect ties should be acc | equisitions of these ite<br>to any individual item i | ms. However, the Gove  | tageous quantities and to<br>rnment reserves the right to<br>received and the Government's |
| 17                               | 52.222-22                 | PREVIOUS C                     | ONTRACTS AND COMP                                     | LIANCE REPORTS                                       |                        | FEB/1999   |
| The offero                       | r represents tha          | at                             |   |  |                        |  |
| (1)                              | It [ ] has<br>[ ] has not | Ξ                              |   |  |                        |  |
| participated in                  | a previous cont           | tract or subc                  | ontract subject to                                    | o the EQUAL OPPORTUNITY                              | clause of this solicit | ation;   |
| (2)                              | It [ ] has [ ] has not    | Ξ                              |   |  |                        |  |
| filed all requi                  | red compliance :          | reports; and                   |   |  |                        |  |
|                                  |                           |                                | unbmission of recu                                    | ired compliance reports                              | signed by proposed sy  | bcontractors, will be obtained   |
| pefore subcontra                 |                           | indicating S                   | abutaaron or requ                                     | rrea compitance reports,                             | erAuer by brobosed an  | Deconcractors, will be obtained  |
|                                  |                           |                                | [ En  | d of Dworrigian                                      |                        |  |

The offeror represents that

52.222-25

18

AFFIRMATIVE ACTION COMPLIANCE

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### Name of Offeror or Contractor:

(1) It [ ] has developed and has on file
 [ ] has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(2) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

[End of Provision]

19 52.247-48 F.O.B. DESTINATION--EVIDENCE OF SHIPMENT (DEVIATION)

JUL/1995

- (a) If this contract is awarded on an f. o. b. destination basis, and if transportation is accomplished by common carrier, parcel post, or other than common carrier, the Contractor agrees not to invoice until the supplies are shipped, and to retain the following evidence of shipment (EOS) documentation for a period of 4 years after completion of the contract.
- (1) If transportation is accomplished by common carrier, the Contractor will retain a signed copy of the commercial bill of lading of the supplies covered by the invoice, indicating the carrier's intent to ship said supplies to the destination specified in the contract.
  - (2) If transportation is accomplished by parcel post, the Contractor will retain a copy of the mailing certificate, or
- (3) If transportation is by other than common carrier or parcel post, the Contractor will retain the receipt copy of the appropriate delivery document showing receipt at the destination in the contract.
- (b) Retention of the above EOS documentation and having the documentation available for subsequent review, if needed, eliminates the requirement to provide these documents with the Contractor's paper, or electronically transmitted, invoices.

[End of Clause]

20 252.225-7035 BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION MAR/1998
ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE. ALT I

Substitue the phrase "Canadian end product" for the pharase "NAFTA country end product" in paragraph (a); and substitute the phrase "Canadian end products" for the phrase "NAFTA country end products" in paragraphs (b) and (c)(2)(ii) of the basic clause.

[End of Provision]

- 21 252.225-7036 BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION MAR/1998
  ACT--BALANCE OF PAYMENTS PROGRAM, ALTERNATE I (SEP 1999)
- (a) Definitions. As used in this clause-
  - (1) "Components" means those articles, materials, and supplies directly incorporated into end products.
  - (2) "Domestic end product" means-
    - (i) An unmanufactured end product that has been mined or produced in the United States; or
- (ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components shall include transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate may be issued). A component shall be considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind-
  - (A) Determined to be not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality; or
  - (B) That the Secretary concerned determines would be inconsistent with the public interest to apply the

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restrictions of the Buy American Act.

- (3) "End product" means those articles, materials, and supplies to be acquired for public use under the contract. For this contract, the end products are the line items to be delivered to the Government (including supplies to be acquired by the Government for public use in connection with service contracts, but excluding installation and other services to be performed after delivery).
  - (4) "Foreign end product" means an end product other than a domestic end product.
  - (5) "North American Free Trade Agreement (NAFTA) country" means Canada or Mexico.
  - (6) "Canadian end product," means an article that-
    - (i) Is wholly the growth, product, or manufacture of Canada; or
- (ii) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in Canada into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it so was so transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except ransportation services) incidental to its supply, provided that the value of those incidental services does not exceed that of the product itself.
- (7) "Qualifying country" means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.
  - (8) "Qualifying country component" means an item mined, produced, or manufactured in a qualifying country.
  - (9) "Qualifying country end product" means-
    - (i) An unmanufactured end product mined or produced in a qualifying country; or
- (ii) An end product manufactured in a qualifying country if the cost of the components mined, produced, or manufactured in the qualifying country and its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components.
- (b) Unless otherwise specified, the North American Free Trade Agreement Implementation Act of 1993 (19 U.S.C. 3301 note) applies to all items in the Schedule.
- (c) The Contractor agrees to deliver under this contract only domestic end products unless, in its offer, it specified delivery of qualifying country, Canadian, or other foreign end products in the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program Certificate provision of the solicitation. An offer certifying that a qualifying country end product or a Canadian end product will be supplied requires the Contractor to supply a qualifying country end product or a Canadian end product, whichever is certified, or, at the Contractor's option, a domestic end product.
- (d) The offered price of qualifying country end products, or Canadian end products for line items subject to the North American Free Trade Agreement Implementation Act, should not include custom fees or duty. The offered price of foreign end products listed in paragraph (c)(2)(iii) of the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program Certificate provision of the solicitation, or the offered price of domestic end products that contain nonqualifying country components, must include all applicable duty. The award price will not include duty for end products or components that are to be accorded duty-free entry. Generally, each foreign end product listed in paragraph (c)(2)(iii) of the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program Certificate provision of the solicitation is adjusted for the purpose of evaluation by adding 50 percent of the offered price, inclusive of duty.

[End of Clause]

22 52.204-4005 REQUIRED USE OF ELECTRONIC COMMERCE (TACOM)

MAY/2000

- (a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website http://farsite.hill.af.mil/
- (b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World

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Wide Web (WWW) site: http://www.ccr2000.com . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards\_official.htm
Rock Island: http://aais.ria.army.mil/AAIS/AWDINFO/index.htm
Picatinny: http://procnet.pica.army.mil/Contracts/Index.htm
Red River Army Depot: http://www.redriver.army.mil/contracting/Awards
Anniston Army Depot: http://www.anadprocnet.army.mil

- (d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.
- (1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".
- (2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at http://www.acq.osd.mil/ec/ecip/index.htm . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.
  - (e) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (810) 574-7059.

[End of Clause]

- 23 52.204-4007 OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE MAY/2000 (TACOM)
- (a) If you have a company data fax number, please provide it on the following line:\_\_\_\_\_
- (b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address on the following line:\_\_\_\_\_\_
  - (c) Provide your CAGE (Contractor And Government Entity) code here:

[End of Provision]

- 24 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999 (TACOM)
- (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)
- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
  - (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award

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shall be transmitted electronically.

[End of Clause]

25 52.211-4036 (TACOM) FORMAT OF THE TECHNICAL DATA PACKAGE

APR/2000

- (a) The TDP for the contract item is available only in electronic format via the TACOM Contracting Webpage (contracting.tacom.army.mil). TACOM-Warren has discontinued its practice of providing hard copies (i.e. CD ROM) of technical data packages (TDPs). You must obtain a copy of the TDP for this solicitation via the TACOM Contracting Webpage. For those TDPs not available via the webpage, the TDP will be issued free of charge in CD-ROM format. The CD-ROM includes the necessary software to access, view, and print individual images that are included in the TDP. The CD-ROM can be read in any personal computer that includes a CD-ROM drive. If your company does not have a personal computer with a CD-ROM drive, you can take the CD-ROM disk to any of various commercial computing
- (b) TDPs available via the TACOM Contracting Webpage may be purchased in CD ROM format for a fee of \$4.60 each. Requests for CD ROMs and payment should be mailed to:

USATACOM
AMSTA-CM-CDD (TDP Requests)
Warren, MI 48397-5000

or copying/printing service, to have hard copies produced.

Make checks payable to the United States Treasury. Points of Contact for this initiative: Terri McGregor at (810) 574-7058 or Rick Khouri at (810) 574-7064.

[End of Provision]

26 52.211-4047

NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL  $\,$ 

APR/2000

(TACOM) (NEGOTIATED)

- (a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.
  - (b) Definitions:
- (1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.
  - (2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.
- (3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
  - $\hbox{\tt (4)} \quad \hbox{\tt "Remanufactured" means factory rebuilt to original specifications.}$
- (5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials
  - (6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.
- (c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.
  - (d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:
- (7) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.
- (8) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies.

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(9) A proposal to provide residual inventory shall include the Government or commercial contract number of the terminated contract and the name of the original contractor.

(e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Clause]

27 52.211-4054 (TACOM)

PACKING/PACKAGING LEVEL FOR OPTION OUANTITIES

FEB/1994

For purposes of computing a price for the option quantity specified in Section B of this solicitation and unless otherwise indicated in Section B, it is understood and agreed that the option unit price includes the same level(s) of packing/packaging as those that apply to the basic contract quantity.

[End of Provision]

28 52.213-4859 ELECTRONIC QUOTATIONS REQUIRED IN RESPONSE TO THIS REQUEST FOR

JUL/2001

(TACOM) OUOTATIONS (TACOM)

- (a) You must submit your quotation via paperless electronic media (See paragraph (b) below.). Quotations submitted in paper form are unacceptable. You must submit your electronic quotation, and any supplemental information (such as spreadsheets, backup data, technical information), using any of the following electronic formats:
- (1) Files readable using these Microsoft\* 97 Office Products (TACOM can currently read Ofice 97\* and lower.): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.
  - (2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
- (3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active inks to live Internet sites or pages. All linked information must be contained within your electronic quotation and be accessible offline.
- (4) Other electronic formats. Before preparing your quotation in any other electronic format, please e-mail the buyer identified in Block 5(b) of the SF 18 cover sheet, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the due date for quotations. Failure to e-mail the buyer within this timeframe to seek an alternate format's acceptability may result in nonconsideration of your quotation. All alternate methods must be at no cost to the Government.

Note: The above formats may be submitted in compressed form using self-extracting files.

- (b) Acceptable media: 100 or 250 megabyte Zip\*-disk, 3 1/2 inch disk, 650 megabyte CD ROM, E-mail, or datafax. You must identify the software application, and version, that you used to create each file submitted. The word "datafax" used in this clause means "facsimile" as defined at FAR 52.215-5.
- (1) 100 or 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, or 650 MEGABYTE CD ROM via U.S. Mail or other carrier. Quoter shall label any and all submitted disks with the solicitation number and due date for quotations, and the quoter's name and address and contact phone number. In the event of multiple submitted quotations, place each quotation/submission on its own disk(s) (one quotation can comprise multiple disks). You must also submit only one quotation per envelope. Submit only one (1) of each disk (no additional copies required).
- (2) E-mail. If you choose to use e-mail, ADDRESS YOUR QUOTATION TO THE BUYER identified in Block 5(b) of the SF18 cover sheet. THE SUBJECT LINE OF THE E-MAIL MUST READ "QUOTATION --[Request for Quotation number], [name of Company/offeror], DUE [due date]". Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be selfextracting, and you must provide appropriate instructions. You may use multiple e-mail messages for each quotation, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".
- (3) DATAFAX. Faxed offers MUST BE SENT TO TACOM'S NETWORK FAX SERVER ON 1-586-574-5527. Paper faxes are not acceptable. Transmit only one quotation for each datafax transaction. Clearly identify the quotation as such on your fax cover page or via your PC, include your company's name, and state the proper internal TACOM address: the buyer's e-mail address found on the front page of the solicitation. Quoters may send a fax using a personal computer or standalone fax machine, but it must be sent to the above number. If you use a standalone fax machine, you won't receive a confirmation of receipt. See paragraph (e) below for the minimum requirements of

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### Name of Offeror or Contractor:

your offer. Maximum size of datafax quotations is three and one-half megabytes (3.5MB), the same limitation as that for e-mail quotations. For your datafax, use the same subject line as that for e:mails as indicated above: "OFFER--[solicitation number], [name of your Company/offeror], CLOSES [closing date]".

Note: Please select only one medium by which to transmit each quotation. For instance, do not submit a quotation via 100 or 250 megabyte Zip\*-disk AND e-mail.

- (c) Security Note: If you choose to password-protect access to your quotation, you must provide the password to TACOM before the due date for quotations. Contact the buyer identified in Block 5(b) of the SF18 Request for Quotation cover sheet to arrange a means of providing it. Passwords used only for the purpose of write protecting files need not be provided.
  - (d) Electronic quotations should include, as a minimum:
    - (1) The SF18 cover sheet filled out, or equivalent information.
- (2) All applicable fill-in provisions, filled in. You may find Word versions of these provisions requiring your fill-in on our TACOM Business Opportunities webpage (http://contracting.tacom.army.mil/mastersol/sectionk.htm). You can fill them in and attach them to your quote. See the solicitation for which provisions are required.
  - (3) A statement of agreement to all the terms, conditions, and provisions of this Request for Quotations.
  - (4) Any other information required by the Request for Quotations.
  - (e) Quoters shall make every effort to ensure that their quotation is virus-free.

\*Registered trademark

[End of provision]

29 52.214-4003 ALL OR NONE (TACOM)

JUN/1985

Only one award will be made as a result of this solicitation. Offers must be submitted for the total quantity of all the items listed. Offers for less than the total quantities of all the items will not be considered.

[End of Clause]

30 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002
The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of clause]

31 52.217-4003 EVALUATION OF INCOMPLETE OPTION PRICING (TACOM)

MAY/2000

- (a) Per FAR 17.203(d), offerors may price the option CLIN in this solicitation incrementally, by entering different option unit prices that will apply to different subquantities or quantity ranges (in the event that the Government elects to exercise less than 100% of the option). Notwithstanding this fact, the provision entitled EVALUATION OF OPTIONS (FAR 52.217-5, located elsewhere in this solicitation) indicates that the Government's evaluation for contract award will include each offeror's price for 100% of the option quantity.
- (b) In light of the above, if an offeror specifies unit prices that apply to one or more option quantity ranges, but does not specify a unit price for 100% of the option, the Government will evaluate that offer for award as follows. The option price for such

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offer shall be deemed to be the higher of (i) the unit price that applies to the basic (non-option) quantity, or (ii) the highest unit price that is identified against any range or subquantity of the option CLIN.

[End of Provision]

32 52.217-4004 (TACOM) DESTINATION FOR OPTION QUANTITIES

FEB/1994

To compute a price for any option quantity, assume you'll be shipping a proportional share of the option quantity to each destination scheduled to receive shipments of the same item under the basic contract. For example, if the basic contract involves one third of the quantity to go to destination X, and two thirds to destination Y, assume those same percentages will apply to any option quantities the Government will exercise.

[End of Provision]

33 52.246-4005 (TACOM)

Contractor's Plant:

INSPECTION AND ACCEPTANCE POINTS: ORIGIN

FEB/1995

(1110011

The Government's inspection and acceptance of the supplies offered under this order shall take place at ORIGIN. Offeror must specify below the exact name and address of his facility, or his subcontractor's facility, where supplies to be furnished under this order will be available for origin inspection

|                        | (Name and Address) |  |
|------------------------|--------------------|--|
| Subcontractor's Plant: |                    |  |
|                        | (Name and Address) |  |
|                        | [End of Clause]    |  |
|                        |                    |  |

34 52.246-4026 LOCAL ADDRESS FOR DD FORM 250 (TACOM)

MAR/2002

- (a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:
  - (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

- (b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.
  - (c) The DD250 form may be found, in three different formats, on the World Wide Web at http://web1.whs.osd.mil/icdhome/DD-0999.htm

[End of Clause]

35 52.247-4458 (TACOM)

GUARANTEED SHIPPING CHARACTERISTICS--F.O.B. DESTINATION

SEP/2000

(a) The offeror is required to complete subparagraph (b)(1), (2), and (3), of this clause, for each part or component, including all of its packaging. This information will be used by the Government to perform logistics management functions such as providing item sustainment, planning (e.g. estimating storage costs), and redistribution. You are not liable if you give us wrong information, however since the DOD uses this data in-house in existing data bases and because this information may be used in contingency planning it, we

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request that the information provided be as accurate as possible.

(b) Definitions of terms commonly used in the packaging and distribution environments are defined in ASTM D996 and should be consulted if any term used herein is in question.

### (1) Unit Package:

|       |        | (i    | ) S   | pecif | y the | type   | of UNI  | r pack | AGE  | for  | each   | single | uni | t of  | issue  | e: A | cont | ainer  | in | direct | cont | act 1 | with | and | enclosing |
|-------|--------|-------|-------|-------|-------|--------|---------|--------|------|------|--------|--------|-----|-------|--------|------|------|--------|----|--------|------|-------|------|-----|-----------|
| the p | roduct | along | with  | any   | requi | red pr | rotecti | ve mat | eria | ls(s | s)(e.g | . item | is  | wrapp | ped ir | neut | ral  | paper, | po | lyethy | lene | foam  | cush | ion | wrapped,  |
| seale | d in a | water | proof | bag,  | and p | placed | d in a  | fiberb | pard | boz  | x).    |        |     |       |        |      |      |        |    |        |      |       |      |     |           |

|     | (ii)   | Unit Package Exterior Size/Weight of Unit Package with contents:  |
|-----|--------|---|
|     |        | Length x Width x Depth(expressed in inches)/Weight expressed in pounds  |
| (2) | Shippi | ng Container:   |
|     | (i)    | Exterior Size of SHIPPING CONTAINER AND CONTENTS THEREIN:   |
|     |        | Length, x Width, x Height, (expressed in feet and inches)   |
|     | (ii)   | Number of unit packages per shipping container each   |
|     | (iii)  | Gross weight of Shipping container and contents Lbs.  |
| (3) | Unitiz | ed Loads:   |
|     | (i)    | Is the Load palletized, skidded, or some other platform device used as a base for handling and transporting as a single entity. Yes [ ] No [ ]; describe: |
|     | (ii)   | Number of Shipping containers per pallet/skid each.   |
|     | (iii)  | Weight of empty pallet, skid, platform, dolly, other device used as a base for handling and transporting materials Lbs                                    |
|     | (iv)   | Size of Unit Load(pallet/skid including shipping container(s)assembled for handling and transportation as a single entity:                                |
|     |        | Length, x Width, x Height, (expressed in feet and inches)   |
|     | (v)    | Gross Weight of Unit Load Lbs;  |

[End of Clause]